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**C O N T R A C T**

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**NEW MILFORD BOARD OF EDUCATION**

*and*

**SUPERVISOR OF BUILDINGS AND GROUNDS**

**JULY 1, 1991 – JUNE 30, 1994**

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PREAMBLE

This agreement is entered into in its entirety, by and between the New Milford Board of Education of New Milford, New Jersey, hereinafter called the "Board" and the New Milford Supervisor of Buildings and Grounds, hereinafter called the "Administrator" pursuant to Chapter 123 Public Laws of 1974, which provides for an agreement between the Board and its employees with respect to the terms and conditions of employment.

ARTICLE I - AGREEMENT

- A. Both parties agree that said employee shall perform the duties of a Supervisor of Buildings and Grounds in and for the New Milford Public School District as prescribed by the laws of the State of New Jersey and by the policies, rules, and regulations established by the Board of said District.
- B. If required, The Supervisor of Buildings and Grounds shall hold a valid and appropriate certificate to act in accordance with the Board adopted job description for the Administrator's position.

ARTICLE II - PROCEDURES

- A. The Board and Administrator agree to review the terms and conditions of employment of the Administrator for the purpose of arriving at a mutually satisfactory agreement.
- B. This agreement shall not be modified in whole or in part by the parties except by an instrument in writing duly executed by both parties.
- C. In the event that the agreement is not agreed to by the start of the new contract year, the existing agreement will continue in effect. Upon reaching an agreement, terms and conditions will be retroactive to the start of the new contract year.

ARTICLE III - SALARY PROVISIONS

A. The Supervisor of Buildings and Grounds will receive the following annual salary during the term of this agreement.

1991-1992	\$47,313.	5.1%
1992-1993	\$50,152.	6.0%
1993-1994	\$53,011.	5.7%

B. In recognition of experience in the district, the Administrator shall receive longevity payments, added to the salary listed above as follows:

- In the 20th year through and including the 24th year, add 2%.
- In the 25th year through and including the 29th year, add 4%.
- In the 30th year and every year thereafter, add 6%.

Longevity payments shall be defined as actual years of service in New Milford. Longevity payments are to be calculated based on each year's salary and are in addition to regular increments and/or increases.

ARTICLE IV - HEALTH INSURANCE

- A. The Board shall pay the full premium for the Administrator's individual and/or family coverage.
- B. Coverage will include, but not be limited to Blue Cross/Blue Shield, Major Medical, Dental, Prescription Drugs and Vision Care. As of 1992-93 the co-payment will change to a charge of five (\$5.00) dollars for generic drugs and ten (\$10.00) dollars for name brand drugs.
- C. The Board reserves the right to change insurance carriers, provided benefits are not diminished.
- D. The Administrator shall be entitled to obtain a complete physical examination.
  - 1. For school year 1991-92, the cost of the examination is not to exceed three hundred (\$300.00) dollars.
  - 2. Effective with school year 1992-93, the cost of the examination is not to exceed three hundred fifty (\$350.00) dollars.

The cost is to be borne by the Board. Said examination is to be performed by a physician of the Administrator's choice. The results of the physical shall, upon request and if appropriate, be discussed by the Administrator with the Superintendent.

ARTICLE V - SICK LEAVE

- A. The Administrator shall be entitled to twelve (12) sick days each year if employed on a twelve (12) month contract. When the Administrator works less than a full contractual year (10½ or 11 months), the number of sick days will be prorated accordingly.
- B. Unused sick leave shall be accumulated from year to year with no maximum limit.
- C. Non-accumulative additional sick leave benefit may be allowed to the Administrator upon approval by the Board.

## ARTICLE VI - TEMPORARY LEAVES OF ABSENCE

As of the beginning of the school year, the Administrator shall be entitled to the following temporary leaves of absence.

### 1. Death in the Immediate Family

- a. Leave of absence without loss of pay following death in the immediate family (wife, husband, son, daughter, mother, father, mother-in-law, father-in-law, sister, brother, grandparents) shall be granted for five (5) consecutive calendar days, one of which is the day of death or the day of burial inclusive.
- b. Effective July 1, 1992, the following provisions will replace Section 1a:
  - (1) Leave without loss of pay following death in the family (wife, husband, son, daughter, mother, father, sister, brother) shall be granted for six (6) consecutive calendar days, one of which is the day of death or the day of burial inclusive.
  - (2) Leave without loss of pay following death of mother-in-law, father-in-law, sister-in-law, brother-in-law or grandparents shall be granted for four (4) consecutive calendar days, one of which is the day of death or the day of burial inclusive.
  - (3) If it is found necessary to exceed the time allotted above, the Superintendent may grant additional time, not to exceed two (2) days at full pay.

## TEMPORARY LEAVES OF ABSENCE

### 2. Death of Other Relative

In case of the death of any relative not listed in Part 1 above, the Administrator shall be granted a one (1) working day leave of absence, without loss of pay, to attend the funeral.

### 3. Legal Process

Time necessary for appearance in any legal proceeding connected with the Administrator's employment or in any other legal proceeding that the Administrator is required by law to attend.

### 4. Other Leaves

Leave up to three (3) days with pay for personal emergencies (illness in immediate family, religious holidays, and other personal business) shall be granted by the Board.

## ARTICLE VII - ACCUMULATED SICK LEAVE

### A. Qualifications

1. The Administrator must have been actively employed in a full-time capacity in the New Milford Public School system at least ten (10) years immediately prior to the effective date of retirement.
2. The Administrator must notify the Board, in writing, of his/her intention to retire. This notification must be received by the Board at least five (5) months prior to the effective date of retirement.
3. In the event of death of the Administrator who has otherwise fulfilled the requirements of this Article, the benefit noted in Section B, shall be paid to the Administrator's designated beneficiary or estate.

### B. Calculation of Benefit

The amount of the sick leave benefit shall be determined by the sick leave time balance at the effective date of retirement, accumulated since the beginning date of employment, but not earlier than September 1, 1954. The accumulated sick leave balance shall be multiplied by fifty (\$50.00) dollars per day. The total sick leave benefit shall not exceed fifteen thousand (\$15,000.00) dollars.

### C. Payment of Benefit

The accumulated sick leave compensation shall be payable in one lump sum in the school year following retirement.

## ARTICLE VIII - RETIREMENT

The individual presently serving as the Supervisor of Buildings and Grounds is not permitted, by State Law, to participate in State retirement plans. Therefore, the Board will provide a monthly contribution to a pension fund account established for the Administrator based on the percentage that would have been paid if he were eligible for a State pension. The Administrator will contribute at least an equal amount or more on a monthly basis to the pension fund account. The Board's contribution will be established at seven (7%) percent of the Administrator's salary each year.

## ARTICLE IX - MISCELLANEOUS PROVISIONS

- A. The Board will pay the cost of membership for the Administrator in County, State and National Associations.
- B. During the term of this agreement, the Administrator will be assigned a school district vehicle for his use in carrying out his assigned duties.
- C. All Administrators earn vacation time at the rate of two (2) days per month. The Administrator will receive twenty-two (22) days vacation in each fiscal year. Vacation is to be taken in the fiscal year following the fiscal year it is earned - as the needs of the District permits. Unused vacation days will be reimbursed by the Board annually at the salary received during the fiscal year the days were unused. No more than five (5) unused vacation days will be reimbursed by the Board. Vacation days should not accumulate from year to year. The Board may permit an accumulation of no more than five (5) days in a year. A request to accumulate days beyond five (5) is subject to Board approval.
- D. All benefits provided in the New Milford Custodial Association Contract will also be provided to the Administrator unless superseded by the provisions of this agreement.
- E. The Administrator shall be on call for emergencies occurring in the schools without additional compensation, except that the Administrator will be compensated at the rate of time and one half for the hours spent during snow plowing operations.

ARTICLE X - SEPARABILITY

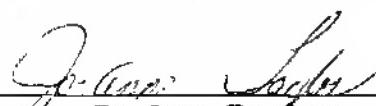
If any provision of this agreement or any application of this agreement to the Administrator is held invalid by operation of law or by a court of competent jurisdiction, such provisions shall be inoperative, but all other provisions shall not be affected thereby and shall continue in full force and effect.

ARTICLE XI - DURATION

- A. Except where noted, the provisions of the agreement shall be effective as of July 1, 1991 and shall remain in full force and effect until June 30, 1994 subject to the right of the Board and the Administrator to agree to a modification of the agreement.
- B. Attested to on this First day of July, 1992.

THE SCHOOL DISTRICT OF THE BOROUGH OF NEW MILFORD, NEW JERSEY

By:   
Steven B. Day  
President of the Board of Education

By:   
Jo-Ann Taylor  
Negotiations Chairperson

SUPERVISOR OF BUILDINGS AND GROUNDS

By:   
Thomas Hornidge  
Supervisor of Buildings and Grounds